

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water and Sewer Maintenance Bond for Hawthorne Glen

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Maintenance Bond in the amount of \$54,283.07 for the project known as Hawthorne Glen.

District 1 Bob Dallari

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Bond #929323269-1 dated 12/16/05 (Centex Homes) in the amount of \$54,283.07 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Hawthorne Glen.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Maintenance Bond in the amount of \$54,283.07 for project known as Hawthorne Glen.

ATTACHMENTS:

1. Maint Bond & Release Request

Additionally Reviewed By: No additional reviews

CENTEX HOMES

Orlando Division

2301 Lucien Way, Suite 400
Maitland, FL 32751

Office: (407) 661-2150
Land Fax: (407) 389-0653

January 24, 2008

Ms. Becky Noggle
Senior Coordinator – Environmental Services
Seminole County Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773-7499

Via Fax: 407-665-2019

Re: **Release of Maintenance Bond**
Project Name: Hawthorne Glen
Bond #: 929323269-1 / Amount: \$54,283.07
District #1

Per Seminole County's letter dated January 24, 2008, Centex Homes has fulfilled all maintenance requirements as specified according to the inspection conducted by the County on January 15, 2008.

Centex Homes is hereby requesting release of the maintenance bond listed above. Please send original bond to my attention at 2301 Lucien Way, Suite 400, Maitland, FL 32751. If you have any questions, please feel free to contact me at 407-661-6204.

Sincerely,



Carolyn S. Hunt
Land Development Administrator
Centex Homes – Orlando Division
(407) 661-6204
cshunt@centexhomes.com

cc: File

ENVIRONMENTAL SERVICES DEPARTMENT



January 24, 2008

Centex Homes
2301 Lucien Way
Suite 400
Maitland, FL 32751

Re: Maintenance Bond

Project Name: Hawthorne Glen
Bond# 929323269-1
Amount: \$54,283.07
District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 1/15/08 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Letter of Credit.

As of 1/15/08, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of the Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Chip Tyre
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 929323269-1

That we, CENTEX HOMES, a Nevada General Partnership, whose address is 385 Douglas Avenue, Suite 2000, Altamonte Springs, Florida 32714, hereinafter referred to as "PRINCIPAL" and CONTINENTAL CASUALTY COMPANY, whose address is 600 North Pearl St. Suite 1700, Dallas TX 75201, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY" in the sum of Fifty Four Thousand Two Hundred Eighty Three and 07/100*** (\$54,283.07) (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as McCullough Road/Polasek Property, Hawthorne Glen, a plat of which is recorded in Plat Book 66, Pages 12-25, Public Records of Seminole County, Florida, and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications, dated Sept. 24, 2004, and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from December 2, 2005,

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from December 2, 2005 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall

be jointly and severally liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 2nd day of December 2005.


Address:

CENTEX HOMES, a Nevada general partnership (SEAL)

PRINCIPAL

385 Douglas Ave., Suite 2000
Altamonte Springs FL 32714

By:


Patrick S. Knight

Its: Division President

ATTEST:

Its:

(If a corporation)

Address:

CONTINENTAL CASUALTY COMPANY

(SEAL)

SURETY

600 N. Pearl #1700
Dallas, TX 75201

By:


Carmen Mims, Attorney-In-Fact

ATTEST:

Edna Weedon
Edna Weedon, Witness

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brian M Lebow, Allyson Dean, Carmen Mims, Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 11th day of August, 2005.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 11th day of August, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

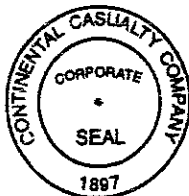


My Commission Expires September 17, 2005

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this
2nd day of December, 2005.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary